Third Bidder

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

DBE CONFIRMATION

DES-OE-0102.13 (NEW 3/2015)

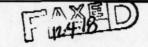
2018 DEC 10 PM 12: 16

Contract no.			
07-312504			
Name of DBE business			
Ace Fence Company Name of DBE representative			
America Tang			
DBE certification number			
34153			
Name of bidder			
Ace Fence Company Name of prime contractor if different from the	e bidder		
WestCoast Public Works, In	C.		
Name of representative of bidder or prime of Marion D. Jehens, P.E., WO	PW		
Date quote was provided to the bidder or pr 12/04/2018	me contractor		
Bid item number	Item of work and description of services to be subcontracted	or materials to be provided ¹	Amount (\$)
82	CHAIN LINK FENCE (TYP	E CL-6)	12,300.00
83	REMOVE CHAIN LINK F	ENCE	3,600.00
85	MIDWEST GUARDRAIL SYSTEM	(STEEL POST)	21,725.00
87	CABLE RAILING		8,040.00
88	END ANCHOR ASSEMBLY (1	TYPE SFT)	1,850.00
89	ALTERNATIVE IN-LINE TERMIN	IAL SYSTEM	16,200.00
¹ If 100% of an item is not to be performed or furnished.	rmed or furnished by the DBE, describe the exact portion of the	Total	63,715.00
			as was contacted by the bidder or riding the contract shown above. If the pusiness will enter into a contractual contractor to perform the type and DBE Commitment form.
		1 12/7/18	
		Date	



ACE FENCE COMPANY

727 GLENDORA AVENUE, LA PUENTE, CA 91744 PHONE (626) 333-0727 * FAX (626) 333-7843



CERTIFIED AS DBE/SBE/MBE/WBE FIRM, UNION COMPANY, LACMTA Pre-Qualified to Bid "Awarded Minority Contractor of the Year by the City of Los Angeles for Excellence in Quality and Services" "We Are An Equal Opportunity Employer"

FAX QUOTE

TO **General Contractors** ATTN : Estimator FAX# : 12/03/18 DATE **FROM** : Michael Abanilla PAGES

PROJECT: CADOT Construct Storm Water Treatment BMPs and Drainage System (Contract No. 07-312504)

At Various Locations From 0.4 Mile North of Route 5/138 Separation to 0.6 Mile South of Tejon Pass Overcrossing,

In and Near Gorman, In Los Angeles Co., CA

BID DATE : 12/04/18 2:00 P.M.

SPECS : per 2015 CALTRANS Plans & Specs ADDENDUM: 1

ITEM	DESCRIPTION	Unit	Qty	ι	Jnit Price		Amount
	Proposal as follows:						
82	CHAIN LINK FENCE (TYPE CL-6)	LF	300	\$	41.00	\$	12,300.00
83	REMOVE CHAIN LINK FENCE	LF	300	\$	12.00	\$	3,600.00
85	MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	550	\$	39.50	\$	21,725.00
87	CABLE RAILING	LF	201	\$	40.00	\$	8,040.00
88	END ANCHOR ASSEMBLY (TYPE SFT)	EA	2	\$	925.00	\$	1,850.00
89	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	4	\$	4,050.00	\$	16,200.00
90	REMOVE GUARDRAIL Marion Jehens	LF	170	\$	13.00	\$	2,210.00
	Marion D Jehens, P.E. WCP		TOTAL B	ID A	MOUNT:	\$	66,925,00
	APPROVED 12/04/20128. Accepted for \$6	3,715	5.00			6	3,715.00

- ITEM # 87 WE'LL PROVIDE POST POCKETS BUT LAY-OUT, INSTALL PLUMB & CLEAN BY OTHERS.
- ITEM # 90 DISPOSAL OF TREATED WOOD WASTE IS NOT INCLUDED, WILL REQUIRE A CHANGE ORDER.
- THIS PROPOSAL IS BASED ON PAID PREVAILING WAGES AND CERTIFIED PAYROLL.
- PLEASE REFER TO NOTES & EXCLUSIONS BELOW. IF YOU HAVE QUESTIONS PLEASE CALL,

NOTE: PROPOSAL IS AS A PACKAGE UNLESS DISCUSSED PRIOR TO BID. OUR PROPOSAL IS PER LINE ITEM & NOT LUMPSUM UNLESS IT STATES OTHERWISE. AWARD MUST HAPPEN WITHIN 30 DAYS. COPY OF ACE FENCE COMPANY'S BID TO BE PART OF THE FINAL CONTRACT AGREEMENT. COPY OF GENERAL'S PAYMENT & PERFORMANCE BONDS TO BE ATTACHED TO THE CONTRACT AGREEMENT.

EXCLUDE: DELINEATOR; STAINING & VINYL COATING; BLOCK-OUT MAT'LS, VEGETATION CONTROL, MINOR CONCRETE OR ANY CONCRETE WORKS (except post foolings for Item # 82); DEMOLITION; CLEARING & GRUBBING; REMOVAL OF VEGETATION OR ANY OBSTRUCTIONS; IMPORT BORROW OR EXTRA SOIL FOR BACKFILL; GRADING; STAKING & LAY-OUT; ROCK DRILLING, CONC. CUTTING, BREAKING & CORE DRILLING; PAYEMENT REPAIR OR ASPHALT PATCHING; POTHOLING OR LOCATING UTILITIES; MAINTENANCE OR REPAIR TO DAMAGES CAUSED BY OTHERS & TO UNMARKED UTILITY LINES; FENCE GROUNDING; ENGINEERING OR STRUCTURAL CALCULATIONS; SURVEYS FOR ALIGNMENT & ELEVATION; COSTS FOR INSPECTION & TESTING; BOND COST; SWPPP; BEST MANAGEMENT PRACTICES; ASBESTOS & LEAD COMPLIANCE PLAN OR ANY RELATED WORKS; PERMITS/FEES; DUST CONTROL, K-RAIL; TEMP. FENCES, SAFETY RAILING & FALL PROTECTION; TRAFFIC CONTROL, LIGHTING & SIGNS; FLAGMEN; LANE CLOSURE; HAULING OF SPOILS (spoils from our excavation are to be scattered in the immediate vicinity of our work, relocation of spoils will be considered a change order)

INSURANCE: GENERAL LIABILITY - \$ 1,000,000 - \$ 2,000,000 AGGREGATE; AUTOMOBILE - \$ 1,000,000; WORKMAN COMPENSATION - \$ 1,000,000. OCIP / CCIP PROJECTS - WC's PREMIUMS ALREADY DEDUCTED. ADDITIONAL INSURANCE REQUIREMENTS ARE SUBJECT TO EXTRA PREMIUMS.

LICENSE # A, B & C-13 # 996577, EXP. 9-30-2020, DIR Registration #1000004092, DBE #34153 - UNION SUBJECT TO ACCEPTANCE WITHIN 30 DAYS

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DBE CONFIRMATION DES-OE-0102.13 (NEW 3/2015)

Contract no	SILVE STATE OF THE		
07-312504			
Name of DBE business			
KRC Safety Company, Inc.			
Name of DBE representative Michael Castro			
DBE certification number 447			
Name of bidder			
KRC Safety Company, Inc.			
Name of prime contractor if different from	the bidder		TATE OF THE PARTY
WestCoast Public Works, I	nc.		
Name of representative of bidder or prime			A MENGEL SON
Marion D. Jehens, P.E., W Date quote was provided to the bidder or p			
12/04/2018	onme contractor		
			Amount
Bid item number	Item of work and description of services to be subcontracted	or materials to be provided	(\$)
5	100% - CONSTRUCTION AR	EA SIGNS	8,500.00
6	60% - 100 Traffic Control Shifts x 1,66	0 / Shift = 166,000	166,000.00
7	100% - CHANNELIZER (SURFAC	E MOUNTED)	8,500.00
9	100% - TEMPORARY RAILING	(TYPE K)	204,500.00
10	Temporary Alternative Crash	Cushion	8,600.00
84	Relocate Roadside Sign - Tr	wo Post	2,500.00
		7-4-1	398,600.00
if 100% of an item is not to be per item to be performed or fumished	formed or furnished by the DBE, describe the exact portion of the	Total	390,000.00
		As an authorized representative of a certified disadvantaged business enterpise, I confirm that my business was contacted by the bidder or prime contracts shown above regarding the contract shown above. If bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form. I certify under penalty of perjury that the foregoing is true and correct. Signature of DBE's authorized representative Michael Castro	
		Printed name of OBE's authorized repri	esertative
		Estimator	
		Title of DBE's authorized representative	
		12/06/2018	
		Date	

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

KRC SAFETY CO., INC. BARRICADE RENTAL ~ TRAFFIC CONTROL

7821 W. Sunnyview Ave Visalia, CA 93291 Phone (559) 732-0393 ~ Fax (559)732-2684

WWW.KRCSAFETY.COM

To: WestCoast Public Works, Inc.

07-La-5

UN:352 / D:397

Project: 07-312504 Bid Date: 12/4/2018

KRC BID # 18-652

UNION, LICENSE #507950 (A. C31), DBE (NATIVE AMERICAN) #000447, SBE #6897, MBE #9IS00114, DIR# 1000004730

Description	U/M	Qty	Rate	Total
Construction Area Signs - If used with item 6.	LS	1	8,500.00	8,500.00
Construction Area Signs - If not used with item 6	LS	1	13,500.00	13,500.00
SC6-3 / SC6-4 Post Mounted Ramp Notification Signs Per Each	ea	1	350.00	350.00
Traffic Control System - See traffic control quote for rates	ea	100	1,660	166,000.00
Channelizer (Surface Mounted)	ea	170	50.00	8,500.00
	Lf	8,180	25.00	204,500.00
	ea	2		8,600.00
	ea	-	- Committee of the last of the	77,000.00
Relocate Roadside Sign - Two Post	ea	1	2,500.00	2,500.00
Note: (1) addendum(s) acknowledged.				390,100.00
Note: If items are not tied together within these notes items may be split.				
Note: Item 5 if used must bid with item 6.				
Note: Item 84 if used must bid with item 5.				
Note: Item 10 and 11 if used must bid together.				
			STATE OF THE OWNER, WHEN THE O	ENVERSE LEGISLA
		Bandini Si		
		DESCRIPTION OF		en supotention
removed in conjunction with the primary construction area signs. Additional mobilization				
Note: KRC SAFETY will notify U.S.A for its work only at no extra charge to the prime contractor. KRC will not be responsible for removal of U.S.A markings.				
Note: All rental equipment is subject to "DAY" rate if KRC maintains equipment during traffic control shift.				
	SC6-3 / SC6-4 Post Mounted Ramp Notification Signs Per Each Traffic Control System - See traffic control quote for rates Channelizer (Surface Mounted) Temporary Railing (Type K) Temporary Alternative Crash Cushion Temporary Crash Cushion Module Relocate Roadside Sign - Two Post Note: (1) addendum(s) acknowledged. Note: If items are not tied together within these notes items may be split. Note: Item 5 if used must bid with item 6. Note: Item 84 if used must bid with item 5. Note: Item 10 and 11 if used must bid together. Note: Item 7 if used must bid with item 10 and 11. Note: Contractor to maintain item 7 after initial placement. Note: Item 9 if used must bid with item 10 and 11. Note: Item 9 incudes a max of (4) shifts. Additional shifts over (4) outside of KRC SAFETY'S control will be charged to the contractor at a mutually agreed upon price prior to performing work. Note: Traffic control has been included in item 9 for KRC work only. KRC shall be the only contractor working within closures provided by KRC for item 9. Note: Sweeping or pinning k-rail to roadway is not included in item 9. Note: SC6-3 / SC6-4 Post Mounted Ramp Notification Signs if used will be installed and removed in conjunction with the primary construction area signs. Additional mobilization fee will be charged if performed at a different time. Note: KRC SAFETY will notify U.S.A for its work only at no extra charge to the prime contractor. KRC will not be responsible for removal of U.S.A markings. Note: All rental equipment is subject to "DAY" rate if KRC maintains equipment during	ea Traffic Control System - See traffic control quote for rates Channelizer (Surface Mounted) Temporary Railing (Type K) Temporary Alternative Crash Cushion Relocate Roadside Sign - Two Post Note: (1) addendum(s) acknowledged. Note: If items are not tied together within these notes items may be split. Note: Item 5 if used must bid with item 6. Note: Item 84 if used must bid with item 5. Note: Item 97 if used must bid with item 10 and 11. Note: Contractor to maintain item 7 after initial placement. Note: Item 9 if used must bid with item 10 and 11. Note: Item 9 incudes a max of (4) shifts. Additional shifts over (4) outside of KRC SAFETY'S control will be charged to the contractor at a mutually agreed upon price prior to performing work. Note: Traffic control has been included in item 9 for KRC work only. KRC shall be the only contractor working within closures provided by KRC for item 9. Note: SC6-3 / SC6-4 Post Mounted Ramp Notification Signs if used will be installed and removed in conjunction with the primary construction area signs. Additional mobilization fee will be charged if performed at a different time. Note: KRC SAFETY will notify U.S.A for its work only at no extra charge to the prime contractor. KRC will not be responsible for removal of U.S.A markings. Note: All rental equipment is subject to "DAY" rate if KRC maintains equipment during traffic control shift. Note: KRC reserves the right to withdraw bid if not listed for items together as stated within these notes. Note: Prior to accepting this quote all stipulations listed on quote and the "Attachment A"	SC6-3 / SC6-4 Post Mounted Ramp Notification Signs Per Each Traffic Control System - See traffic control quote for rates Channelizer (Surface Mounted) Temporary Railing (Type K) Temporary Alternative Crash Cushion Temporary Crash Cushion Temporary Crash Cushion Temporary Crash Cushion Temporary Crash Cushion Temporar	SC6-3 / SC6-4 Post Mounted Ramp Notification Signs Per Each ea

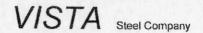




STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION DEE CONFIRMATION DES-OE-0102.13 (NEW 3/2015)

Cortract no			
07-312504			
Name of DBE business		**	
Vista Steel Company Name of DBE representative			
Maria C Dimaggio			
40645			
Name of bidder		MIN A 100-100-100-100-100-100-100-100-100-100	
Vista Steel Company			
Name of prime contractor of different from the	ne bidder		
WestCoast Public Works, Ir			
Name of representative of bidder or prime of			
Marion D. Jehens, P.E., WO Date quote was provided to the bidder or p			
12/04/2018			
Bid item number	Item of work and description of services to be subcontracted of	materia's to be provided	Amount
50	20% - Retaining Wall Stem Type 6 R	ainfaraing Stool	53,749.00
55	100% - Bar Reinforcing S	teel	68,688.00
			
		T	100 107 00
'If 100% of an item is not to be per item to be performed or furnished	formed or furnished by the DBE, describe the exact portion of the	Total	122,437.00
			is was contacted by the bidder or ding the contract shown above. If the pusiness will enter into a contractual contractor to perform the type and DBE Commitment form.
		Tiple of DBE's authorized fepresentative	it with
		Date / //	.0

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information pall (316) 554-8410 or TDD (316) 554-3860 or write Records and Forms Management, 1120 N Street, MS-89, Secramento, CA 95814.



DATE: December 3, 2018 BID DATE: December 4, 2018 ESTIMATE NO: LA2018-129

OFFER

PROJECT:

07-312504 **GORMAN**

OWNER: ARCHITECT: ENGINEER: PLANS AND DATES 1-160 6/27/2018 SPECIFICATIONS: ADDENDA(UM):

VISTA STEEL COMPANY (hereafter called the Seller) offers to supply the following described materials and labor required for the above project by the above identified plans and specifications in accordance with the conditions of the Manual Of Standard Practice of the American Concrete Institute and in accordance with the following terms and conditions:

APPROVED

Concrete rebar furnished and installed. Galvanized dowels FOB our truck, jobsite

Accepted for 122,437,000.

Marion D Jehens, P.E., WCPW, 12/04/2018

Marion Jehens

Description

50 (F) RETAINING WALL STEM(TYPE 6 2,606 SF

55 (F) BAR REINFORICNG STEEL

Quantity 47,700 LB

Unit Price 20.625 SF 1.44 LB

Total Price \$53,749.00 \$68,688.00

Total

\$122,437.00

***** Owner/Contractor will be responsible for any further increase in rebar as of December 4,20

Note: This is a 4 page Offer. Acceptance of this page is acceptance of all 4 pages. Sections A, E, F & J must be incorporated in any Contract without modification.

VISTA STEEL COMPANY IS A SMALL BUSINESS ENTERPRISE - SBE VISTA STEEL COMPANY IS A DISADVANTAGE BUSINESS ENTERPRISE - DBE 40645 **CALTRANS CERTIFICATE NUMBER CT-008204** VISTA STEEL COMPANY IS AN EQUAL OPPORTUNITY EMPLOYER VISTA STEEL COMPANY IS A SMALL BUSINESS WITH THE STATE OF CALIFORNIA- SUPPLIER #22979

Ventura Facility (Main Plant)

Goleta Facility (Corporate Office)

331 West Lewis St. Ventura, Ca. 93001 6100 "A" Francis Botello Rd.

PH 805-653-1189

FAX 805-652-1873

Goleta, Ca. 93117

PH 805-964-4732

FAX 805-964-1051

License No. 257955 (class C50) (Exp. 3/31/20)

A. MISCELLANEOUS BUYER'S RESPONSIBILITIES

- Buyer shall furnish without charge to Seller all lines, centers, grades, elevations, templates, ramps, racks, bracing
 and scaffolds in place complying with all safety requirements and suitable for most efficient placement of
 rebar.
- Buyer shall furnish without charge to Seller manlifts if required by State Safety Order, Union Agreement, or job conditions.
- Buyer shall furnish without charge to Seller drinking water, first aid and sanitary facilities.
- Buyer shall furnish without charge to Seller space for delivery and storage of steel within 50 feet of all places
 where material is to be used or hoisted and accessible to semi-tractor trailers under their own power. Buyer shall
 furnish protection of vertical protruding reinforcing steel for the safety of those working above.
- · Buyer shall not double form nor place form ties before reinforcing steel is installed.
- Buyer shall furnish approved working drawings of the temporary support system for column cages which the bid documents may require. Buyer shall be responsible for all deadmen, guying and temporary support of column cages.
- Buyer shall notify Seller of any shortages in F.O.B. material within forty-eight hours after delivery. No claim will be honored if notification is made beyond that time.
- Buyer shall provide proof of financial responsibility and satisfactory credit history.

B. SCHEDULING

- This offer is based on logical and timely scheduling of Vista Steel Company's and other subcontractors' activities allowing efficiency of performance and avoiding interference between trades.
- This offer is also based upon detailing, fabricating and placing on a normal 8-hour day shift, 5-day, 40-hour week, with a minimum of 8 hours of work for 1 man per each request for placers. Overtime for office, shop and field personnel incurred by Seller at Buyers request for deviation from this schedule shall be billed to the Buyer as an extra. Installation will be based on conventional construction, timely receipt of complete plans, specifications, California Preliminary Notice and adequate schedule to which the buyer is a party. Buyer shall furnish design information and construction schedules in sufficient time to allow for preparation and approval of detail drawings plus a minimum of 7 working days for fabrication and delivery. Reinforcing steel splicing will be as shown on the plans only, Any additional splices added or any increase in dowel length furnished for the convenience of the Buyer and not paid for by the Owner will be paid for by the Buyer. If, at any time a Buyer's representative calls for steel placers and they arrive to the job at a designated time and the job is not ready, there will be a charge to the Buyer for show-up time (as per Union Regulations). In the event of a schedule delay caused by the Buyer and/or Buyer's subcontractor(s), the Seller has the right to schedule in accordance with manpower availability not to exceed 3 working days. Forty-eight hours notice is required for cancellation of scheduled deliveries.
- If this job is held up for a period of 60 days or more for any reason, this offer may be subject to change based on
 cost increases.

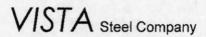
C. DELIVERIES

- Prices are based on deliveries from Sellers warehouse in minimum 20-ton truckloads. Additional deliveries for Buyer's convenience will be charged as an extra to the contract amount.
- Deliveries that are not unloaded within 2 hours because of Buyers neglect will be charged for at Vista Steel Company's current hourly delivery rate.

D. DELAYS

- Seller shall not be liable for any delays occasioned by causes not within its reasonable control, including labor disputes, disasters, governmental acts, or unavailability of materials from it's usual source of supply, or any repair of damage not caused by it. Penalties and liquidated damages shall be borne by Buyer.
- E. EXCLUSIONS Pursuant to the Manual of Standard Practice of the Concrete Reinforcing Steel Institute (CRSI) and/or the ACI Manual of Standard Practice, the following are excluded:
- Testing and inspection other than mill test reports.
- Bonding and/or the cost of bonds required by Buyer or the Project Owner and/or furnishing additional insurance above Sellers basic general and auto liability of \$1,000,000 combined single limit for bodily injury or property damage. The cost of any such bonds or insurance, as well as the cost of any riders, attachments, or endorsements required by Buyer which change the cost of any insurance policy carried by Seller shall by borne by Buyer.
- Hoisting. (Buyer shall furnish without charge suitable equipment fully operated for hoisting or lowering of reinforcing material, including unloading and reloading of trucks at docks, setting of cages and/or assemblies and power placing of individual bars that Seller may require.)
- · Plain round bars (smooth dowels or bars), threaded bars, sleeves, anchors, studs, bolts and inserts.
- Cutting, cleaning, straightening, and bending existing steel.
- Pour watchmen if required by plans, specs, or Buyer.
- The cost of welding tests and inspection. (Unless specifically indicated otherwise in scope of work above).
- Material and labor for repair of damage resulting from weather, flood, cave in or other acts of God.
- Traffic control and/or flagging.
- Field inspections.
- Samples.
- · Layout of masonry dowels.

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E. EXCLUSIONS (cont.)

- All reinforcing not shown on plans but which could be called for in various codes and titles. (Refer to ACI Manual of Standard Practice for Detailing, Chapter 6).
- Protective caps for exposed reinforcing steel ends.
- Cleaning, sandblasting or reworking of any reinforcing due to negligence or carelessness of Buyer and/or Buyer's other subcontractors.
- All welding. (Unless specifically indicated otherwise in scope of work above).
- Furnishing and/or welding of dowels and/or anchors which weld to miscellaneous and/or structural steel.
- Field bending of any reinforcing steel.
- Splices and added reinforcing bars for construction joints and/or control joints not shown on the drawings.
- Drilling, grouting, dry-packing, epoxy mortaring and placing bars in drilled holes.
- The setting of assembled and stockpiled cages.
- Fastening accessories on steel assemblies designated as "stockpiled" or "F.O.B. our truck, jobsite".
- Pulling wire mesh, chairing, blocking or otherwise establishing mesh depth for pour.

SPECIAL CONDITIONS:

 In consideration of the current volatility of reinforcing steel pricing, Subcontractor will require the following clause in the subcontract agreement, "Subcontractor may require prepayment of materials or payment at the time of purchase for materials for this project.

F. CONDITIONS

- Approval for pouring or embedment in concrete shall terminate Seller's responsibility for that portion of the work.
- Buyer shall furnish Manlift if required.
- Seller may subcontract portions of work herein.
- Buyer shall furnish at no cost to seller, information on all pour joints as well as pouring sequence and verification of all dimensions indicated as plus or minus prior to detailing of steel.
- · Minimum dimensions shown on plans are figured as maximum.
- Buyer shall furnish firm level sub grade at elevation shown on the plans.
- BUYER SHALL PROVIDE SELLER WITH (2) CONSTRUCTION SETS OF PLANS WHEN JOB IS AWARDED.

G. PAYMENTS

- Each calendar month, an estimate shall be made by the seller of the value of material fabricated and shipped (placed or not) and of the value of the installation work done up to that time at the project site.100% of such estimate shall be paid upon receipt of funds by Buyer from Owner, but in no case later than the last day of the month following Vista Steel Company's billing date.
- Past due accounts shall bear interest at the lower of 18% per annum or the maximum rate allowed by law.
- Prompt payment shall be a condition precedent to performance by Seller. In the event Buyer fails to make payment as herein provided or if the Seller shall have reasonable doubt as to the Buyer's financial responsibility, Seller shall have the right to suspend performance until payment or receipt of satisfactory proof of responsibility, or Seller may elect to terminate all of Sellers obligations and Buyer's rights and require payment in full to the date of such termination, without deduction for retention, all without prejudice to any other rights of seller. Seller reserves the right to contact the Owner and/or Prime Contractor in the event of late payment or non-payment.
- Seller shall retain title to all materials until paid for in full or incorporated into the structure, and all material
 unused at the completion of construction.
- Buyer shall send all payments to VISTA STEEL COMPANY, 6100 A FRANCIS BOTELLO ROAD, GOLETA, CA. 93117.

H. BACKCHARGES

- Any work to be performed by the Buyer which could originate a back charge to the Seller must be approved in advance by the signature of an authorized Seller's representative.
- Buyer shall not supply any of the material, labor or services covered in this proposal without prior written consent of Vista Steel Company.

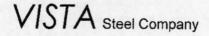
I. CHANGE ORDERS

Seller shall have the right to require that proposed changes be authorized in advance and in writing through a
contract change order issued by the Buyer's main office or authorized jobsite representative prior to Seller
scheduling detailing, fabrication, or installation of any material for said changes. If, however, in order to
increase efficiency and to expedite the work, Seller does not request and/or obtain prior written authorization,
Seller retains the right to compensation for such modifications or extras. Any modifications resulting in additional
charges will be included with the next regular billing and shall be paid without retention.

J. CURRENT COSTS

 Seller's offer is based upon current costs. In the event of delay in commencement of work and/or delay in completion of the work beyond the original completion time and/or announced increases, Seller reserves the right to pass on its actual cost increases plus overhead and profit.

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K. LEGAL FEES

 In the event of non-payment or dispute, the non-prevailing party shall pay the costs of collection or resolution, including reasonable attorney fees, if any. Settlement shall be based upon theoretical weights, per Seller's invoices, absent contrary showing. Seller reserves the right to use arbitration as a means of settlement.

L. OTHER TERMS

- Seller's offer is based on all the above terms and conditions. It is void if any of them is unacceptable to the Buyer, however, different terms and conditions and accordingly adjusted price(s) could be considered by the Seller under Buyer's request.
- Vista Steel Company will indemnify and name additional insured other parties as and if requested but subject only
 to the extent Vista Steel Company is responsible for the claim.
- Seller's offer is based on Buyer performing its own concrete work. If Buyer elects to subcontract the concrete
 work, the Seller has the right to review its offer and approve the proposed concrete subcontractor selected.
- If Seller is requested by Buyer to sign a contract different in form than this offer, Buyer agrees that a copy of this
 offer shall be attached as an exhibit to the contract and that the following language will be added to the
 contract:
- This offer is valid until another subcontractor is listed by the Buyer or until a letter of intent is received on or before 01/04/2019, whichever comes first.
- Acceptance of this 4 page offer shall constitute a binding contract (Listing Vista Steel Co. is, by definition, acceptance).

The above offer is accepted:

BUYER: Limor Potholz-Westcoast public Work Inc.

BY:

TITLE: CEO

DATE: 12-4-2018

SELLER: VISTA STEEL COMPANY

BY: Maria DiMaggio President

DATE: 12/3/2018

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VISTA Steel Company

DBE CONFIRMATION

DES-OE-0102.13 (NEW 3/2015)

07-312504

Miranda Logistics

Marco Antonio Miranda

39978

ADA Notice:

Miranda Logistics

WestCoast Public Works, Inc.

Marion D. Jehens, P.E., WCPW

12/04/2018

Bid item number	Item of work and description of services to be subcontracted or materials to be provided	Amount (\$)
26	50% Trucking for Roadway Excavation Spoils	42,000.00
27	80% Roadway Excavation Type COM, Trucking for Spoi	10,752.00
28	80% Trucking for Z-2 ADL Spoils	81,290.00
	Transported to Disposal Site	
29	50% Trucking for Structure Excavation Spoils	48,270.00
31	30% Trucking for Ditch Excavation Spoils	79,740.00
91	12% Trucking for WCPW equipment mobilization to proje	56,400.00

1 If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished.

Total

318,112.00

As an authorized representative of a certified disadvantaged business enterprise, I confirm that my business was contacted by the bidder or prime contractor shown above regarding the contract shown above. If the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form.

Marco A. Miranda

President

Title of DBE's authorized representative

12/06/2018

FAX

FROM

Marco Miranda Miranda Logistics Enterprise LLC 2202 S Figueroa St 437 Los Angeles CA 90007

Phone (424) 800-3831 * 101 Fax Number (424) 800-3831

DATE 11/15/2018

NOTE

Trucking Propoasal

TO

07-295404

Phone

Fax Number +18183324323

Miranda Logistics Enterprise, Inc. DBE/SBE/MBE/LSBE 2202 S Figueroa St. #437 Los Angeles, CA 90007 US (424) 800-3831 accounting@mirandalogistics.com http://miranda-logistics.com

Estimate 2298



ADDRESS

Caltrans DOT Caltrans DOT 100 S Main St Los Angeles, CA 90012 DATE EXPIRATION DATE 11/15/2018 591 455 00 1 12/15/2018

PROJECT

07-312504

SERVICE DATE	ACTIVITY	QTY	RATE	AMOUNT
12/04/2018	Non-RCRA Non-RCRA Z-2 ADL T&D / Per Ton Rate *23 ton minimum billed on all loads* (670 cy *1.5/ton)	640	127.00	81,290.00

Inclusions: Kern County Tax (10%) /
Recovery Fee (8%) / Registered Haz Transporter EPA ID
CAR00024032 / Haz Manifesting / On-Site Truck Boss /

Landfill Operating Hours: 7 a.m. - 4:30p.m.

TOTAL \$91,455.00

THANK YOU.

Exclusions: BOE Fee - An additional \$5.72/ton will apply unless a BOE exemption letter is on file / MLE will not accept back charges if landfill reaches permit capacity. Contractor assumes responsibility for alternatives and costs.

23 ton minimum billed on all loads

Must be Notified of award at bid time

Disposal notice to be given 2 weeks prior to shipping

Trucking by the hour/Hourly rate sheet attached

Accepted for 640 Tons LI 28 = 81,290.00 See Mirand Confirmation Form for Line Items 26, 27, 29, m31 and 91. Total Commitment is 318,112.00

APPROVED

12/04/2018

Additional Terms & Conditions Apply

Marion Jehens
Accepted By

Accepted for an total of = 318,112.00 Line Items 26, 27, 28 and 29, 31 anmd 91. See DBE Confirmation Breakdown

Accepted Date

From: Marco Miranda

Fax: (424) 800-3831

To:

Fax: (818) 332-4323

Page 3 of 7 11/15/2018 11:25 AM

[Miranda Logistics Enterprise, Inc.]

www.miranda-logistics.com

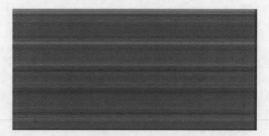
Trucking Price List

DIR Registration #1000050494

Project: 07-312504

Service ID	Service Type	# of Trucks	Price per Hour
S-10	Super 10 (10 cy - 17 Ton)	60	\$93.00
Wet Batch S-10	Wet Batch Concrete (PCCP) Supers (10 CY)	20	\$105.00
S-10 w/ Pup	Super 10 w/ Pup Trailer (15 cy - 23 Ton)	10	\$105.00
LS ED	Low-Side End Dump (14 cy - 22 Ton)	55	\$105.00
LS ED	Low-Side End Dump (25 Ton Aluminum Body)	20	\$105.00
HS ED GW	High-Side End Dump (40 cy -Green Waste)	10	\$115.00
HS ED RM	High-Side End Dump (Recyled Metals)	10	\$115.00
BD D-A	Bottom-Dump (16 cy - 24 Ton Dirt & Aggregate)	80	\$105.00
BD ASPH	Bottom-Dump (24 Ton - Asphalt)	25	\$125.00
TT D	Transfer Truck (25 Ton - Dirt)	20	\$120.00
TTA	Transfer Truck (25 Ton - Aggregate)	20	\$125.00
FB 45-48'	Regular - Flat Beds	20	\$110.00
FB 48-80'	Stretch - Flat Beds	5	\$125.00

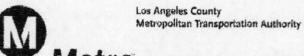
POLB - EPA - CARB Compliant
Overtime Laws Applicable
Rates are good through 2019
6 hr minimum on all trucking
Net 15 payment terms
MBE/LSBE/SBE/DBE



Wet Batch Concrete & Asphalt Require 1/2 hour Washout
For on-site DBE prevailing wages: Add \$40/hr / Not applicable to Non-DBE Owner/Op

Date:	Authorized Rep:
	(print)
Company:	Signature:

Standard Terms & Conditions Apply



One Gateway Plaza Los Angeles, CA 90012-2952

213.922.2000 Tel metro.net

Metro california unified certification program

October 5, 2016

CUCP #39978 Metro File # 5770

Marcoantonia Miranda

Miranda Logistics Enterprise, Inc.
2202 S. Figueroa Street #437

Los Angeles, California 90007

RE: Disadvantaged Business Enterprise Certification

Dear Mr. Miranda:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the NAICS codes form of the application package:

NAICS (2007)	. Description
488510	Freight Transportation Arrangement10
484110	General Freight Trucking, Local
484220	Specialized Freight (except Used Goods) Trucking, Local
562111	Solid Waste Collection
562112	Hazardous Waste Collection
425120	Wholesale Trade Agents and Brokers
423320	Brick, Stone, and Related Construction Material Merchant Wholesalers
238910	Site Preparation Contractors (Excavation contractors)
237310	Highway, Street, and Bridge Construction (Grading, highway, road, street and airport runway)
238990	All Other Specialty Trade Contractors (Parking lot paving and sealing)

Your DBE certification applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP's website at www.californiaucp.org. Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continued DBE status, you are required to submit an annual No Change Declaration Form (which will be sent to you) along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note, your DBE status remains in effect unless Metro notifies you otherwise.

Should any changes occur that could affect your certification status prior to receipt of the No Change Declaration Form, such as changes in your firm's name, business/mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at <u>213-922-2500</u>. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Marilyn White

Sincerely,

Certification Consultant - HSW Services Diversity & Economic Opportunity Department To:



Los Angeles County Metropolitan Transportation Authority

One Cateway Plaza Los Angeles, CA 90012-2952 213.922.2000 Tel metro.net

October 5, 2016

Metro File # 5770

Marcoantonia Miranda Miranda Logistics Enterprise, Inc 2202 S. Figueroa Street #437 Los Angeles, California 90007

Re: Small Business Enterprise Certification

Dear Mr. Miranda:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Small Business Enterprise (SBE) as required under Metro's SBE Program. Your firm will be listed in Metro's SBE database of certified SBEs under the following specific areas of expertise:

NAICS (2007)	Description
488510	Freight Transportation Arrangement10
484110	General Freight Trucking, Local
484220	Specialized Freight (except Used Goods) Trucking, Local
562111	Solid Waste Collection
582112	Hazardous Waste Collection
425120	Wholesale Trade Agents and Brokers
423320	Brick, Stone, and Related Construction Material Merchant Wholesalers
238910	Site Preparation Contractors (Excavation contractors)
237310	Highway, Street, and Bridge Construction (Grading, highway, road, street and airport runway)
238990	All Other Specialty Trade Contractors (Parking lot paving and sealing)

Your SBE certification is good for five years from the date of this letter and applies only for the above NAICS 2007 codes. Any additions and revisions must be submitted to Metro for review and approval.

After the five-year certification period, your entire file will be reviewed in order to ascertain continued SBE certification status. You will be notified of the pending SBE status review and any documentation updates necessary prior to the expiration date.

Also, should any changes occur that could affect your certification status prior to receipt of the renewal application, such as changes in your firm's name, business/mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your SBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Metro.

Congratulations, and thank you for your interest in Metro's SBE Program. Should you have any questions, please contact us at <u>213-922-2600</u>. For information on Metro contracting opportunities, please visit our website at <u>www.metro.net</u>.

Sincerely

Mapliyn White

Certification Consultant, HSW Services

Diversity & Economic Opportunity Department

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

DBE CONFIRMATION

DES-OE-0102.13 (NEW 3/2015)

Contract no

07-312504

Triumph Geosynthetics

Name of DBE representative
Kaycie Wallace

DBE ce

9076

Triumph Geosynthetics

WestCoast Public Works, Inc.

e of representative of bidder or prime contract

Marion D. Jehens, P.E., WCPW

Date quote was provided to the bidder or prime contractor

12/04/2018

Bid item number	Item of work and description of services to be subcontracted or materials to be provided	Amount (\$)
17	90% - Supply Material Mirafi Textile	549.22
20	90% - Supply Material Fiber Roll	2,844.40
21	90% - Supply Material Silt Fence	390.00
32	90% - Supply Material Coir Blanket	21,875.00
34	90% - Supply Material Fiber Roll	3,593.18
56	15% - Supply 18" Poly CSP 14 ga 720 LF	17,134.76
63	5% - Supply Material	799.24
65	5% - Supply Material	871.37
76	75% - Supply Material	1,755.71
59	10% - Supply6" PVC Pipe - 980 LF	3,815.63
		50 COO 54

¹If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished.

53,628.51 Total

As an authorized representative of a certified disadvantaged business enterprise, I confirm that my business was contacted by the bidder or prime contractor shown above regarding the contract shown above. If the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form.

12/04/2018

Triumph Geo-Synthetics, Inc.

Sales Contact:

E: sales@triumphgeo.com

1325 N. Blue Gum St. Anaheim, CA 92806 888-775-7545 DBE/WBE #9076, UDBE, SBE #16084, CPUC #12010014 Quote #: Q-05213-5

Bid Date:	12/4/2018	
Project Name:	CT 07-312504 Construct Storm Water Treatment at RTE 5/138 Seperation	
Project Location:	Los Angeles CA	
Project Zip Code:		
Project #:	07-312504	

Material Total	Sales Tax @ 7.2500%	Freight Cost	Total Cost
\$53,715.29	\$3,894.36	\$725.00	\$58,334.65

Erosion Control

#	Product Name	QTY	UOM	Unit Price	Total
17	Mirafi 500X Woven Geotextile, 12.5 X 432, 600 SY/roll	1,200	SY	0.4519	\$542.29
20	Fiber Roll Biodegradable 8" x 25'	2,950	LF	0.8345	\$2,461.90
20A	1"x2"x24" Wood Stakes 50/bundle	15	Bundle	25.5000	\$382.50
21	DOT/Caltrans Spec Silt Fence 3'x100', Stakes 8' Centers Posts 2'x2' Nominal	1,300	LF	0.3000	\$390.00
32	Coir Blanket 400gm/m2 13.1 X 164	150,381	SF	0.1455	\$21,875.00
34	Fiber Roll Biodegradable 8" x 25'	3,725	LF	0.8345	\$3,108.68
34A	1"x2"x24" Wood Stakes 50/bundle	19	Bundle	25.5000	\$484.50
			Erosion Con	trol TOTAL:	\$29,244.87

Notes:

Corrugated Steel Pipe

- 1. APC quoted as Polymeric "Trenchcoat" alternative to bituminous coating.
- 2. Polymeric coating will be on the inside & outside of material.

#	Product Name	QTY	UOM	Unit Price	Total
56	18" Poly CSP 14ga	720	LF	22.6413	\$16,301.74
56A	18" Poly Dimple Band	29	Ea	28.7283	\$833.12
63	18" Galv CSP 14ga	45	LF	17.7609	\$799.24
63A	18" Galv Annular Band w/ Gasket	2	Ea	35.6522	\$71.30

#	Product Name	QTY	UOM	Unit Price	Total
65	18" Galv End Section w/ Strap 59"	6	Ea	145.2283	\$871.37
Me		Corr	rugated Steel	Pipe TOTAL:	\$18,876.77

RSP Fabric

#	Product Name	QTY	UOM	Unit Price	Total
76	Mirafi 180NC, Nonwoven Geotextile, 12.5 x 360, 500 SY/roll	2,000	SY	0.8779	\$1,755.71
	Fiber Roll Biodegradable 8" x 25'	1	Rolls	22.3100	\$22.31
ų Lie			RSP Fa	bric TOTAL:	\$1,778.02

PVC Sch 40

#	Product Name	QTY	UOM	Unit Price	Total
59	6x20 PVC Schedule 40 Perforated Pipe	980	LF	3.8935	\$3,815.63
			PVC Sc	h 40 TOTAL:	\$3,815.63

REVISED QUOTE

Estimated freight for slotted CSP is est. \$425.00 1 truckload.

Erosion control items ship freight included for full truckloads only.

Estimated freight for fabric is \$150.

Freight for PVC Sch 40 \$150.

Fuel charges may apply to freight cost.

Terms and Conditions are attached to this document. Alternatively, the Triumph Terms and Conditions can be accessed at www.triumphgeo.com. This quote will expire 30 days from the date of issue.

Signature: Warion Jehens Date: 12/04/;2018

Name: Marion D Jehens. PE, WCPW

APPROVED

Accep0ted for 53,715.29

TRIUMPH TERMS AND CONDITIONS (Revision March 2015)

All reference to SELLER is Triumph Geo-Synthetics, Inc. and affiliates of Triumph Geo-Synthetics, Inc. All reference to BUYER shall include all subsidiaries and affiliates placing the order.

BUYER shall issue to SELLER a signed sales order or a purchase order for the materials the BUYER is purchasing from Triumph. All quantities for the full execution of any project are the sole responsibility of the BUYER.

All sales to BUYER are subject to these Terms and Conditions, which shall prevail over any inconsistent terms of BUYER'S purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon SELLER. BUYER'S acceptance of any goods shipped by Triumph will constitute acceptance of Triumph Terms and Conditions. No modification or alteration of these Terms shall result by SELLER'S shipment of goods following receipt of BUYER'S purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.

The delivery date is only an estimate of when the product will be shipped and/or delivered. Every reasonable effort will be made to meet shipment or delivery date stated, but Triumph assumes no liability for loss or damage due to delays or failure to meet any BUYER specified delivery date or quoted delivery date. Quoted price for any product does not expressly include shipping; the cost shall be paid directly by the BUYER. All shipping quotes by common carrier are estimated. Any charges in excess of those quoted will be charged to the BUYER and are the sole responsibility of the BUYER. SELLER shall not be liable for delay or default in delivery resulting from any cause beyond SELLER'S reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for SELLER'S performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to SELLER resulting from such Force Majeure Event; and (c) BUYER shall not be entitled to any other remedy.

When goods are delivered to BUYER in SELLER'S own vehicles, the F.O.B. point shall be BUYER'S designated delivery site. In all other cases the F.O.B. point shall be SELLER'S yard/warehouse or manufacturer's yard/warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by BUYER. Title and risk of loss shall pass to BUYER at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when SELLER delivers the goods to the common carrier.

All claims for shortage of goods or for loss or damage to goods as to which SELLER has the risk of loss shall be waived unless BUYER, within five (5) calendar days after receipt of the short or damaged shipment, gives SELLER written notice fully describing the alleged shortage or damage. BUYER should have representative accepting products sign for goods and note on the Bill of Lading any shortages or damaged goods. Partial shipments are permitted at SELLER'S discretion with notice to BUYER.

Warranties – Triumph Geo-Synthetics, Inc. is a reseller of goods only, and does not provide any warranty. SELLER shall pass through to BUYER any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER and persons claiming through BUYER shall seek recourse exclusively from manufacturers in connection with any defects in or failures of goods, and this shall be the exclusive recourse of BUYER and persons claiming through buyer for defective goods, whether the claim of BUYER or the person claiming through buyer shall sound in contract, tort, strict liability, pursuant to statute, or for negligence. BUYER shall pass these terms to subsequent buyers and users of goods. SELLER excludes and disclaims all other express and implied warranties, including, but not limited to, all implied warranties of merchantability and fitness for a particular purpose. SELLER assumes no responsibility whatsoever for SELLER'S interpretation of plans or specifications provided by BUYER, and BUYER'S acceptance and use of goods supplied hereunder shall be premised on final approval by BUYER or by BUYER'S reliance on architects, engineers, or other third parties rather than on SELLER'S interpretation. to the extent not prohibited by applicable law, in no event, whether in contract, warranty, indemnity, tort (including, but not limited to, negligence), strict liability or otherwise, arising directly or indirectly out of the performance or breach of these terms, shall SELLER be liable for (a) any incidental, indirect, punitive, special, consequential or similar damages such as loss of use, lost profits, attorneys' fees or delay damages, even if such damages were foreseeable or caused by SELLER'S breach of this agreement, (b) any claim that properly is a claim against the manufacturer, or (c) any amount exceeding the amount paid to SELLER for goods furnished to BUYER which are the subject of such claim(s). All claims must be brought within one year of accrual of a cause of action.

Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by SELLER, and may result in a price and delivery adjustment by SELLER. No credit for goods returned by BUYER shall be given without SELLER'S written Return Material Authorization (RMA). All returns are subject to a restocking charge of 25% plus freight charges for both the delivery and the return.

Unless otherwise agreed in writing, payment terms are Net 30 from day of receipt of material. All orders are subject to SELLER'S continuing approval of BUYER'S credit. If BUYER'S credit is not approved or becomes unsatisfactory to SELLER then SELLER, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, SELLER may in its discretion require an advance deposit of up to 100% of SELLIER'S selling price for any specially manufactured goods ordered by BUYER hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by SELLER. SELLER may, in its sole discretion, apply BUYER'S payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after SELLER obtains judgment against BUYER. SELLER may exercise setoff or recoupment to apply to or satisfy BUYER'S outstanding debt. BUYER shall have no right of setoff hereunder, the same being expressly waived hereby.

BUYER shall pay SELLER all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that SELLER has against BUYER may be assigned without BUYER'S consent to SELLER.

BUYER shall indemnify, defend, and hold SELLER its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including BUYER'S employees) claim, complaint and/or judgment arising from BUYER'S use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of BUYER or any material breach by BUYER of these Terms.

Page #1 of DBE Commitment DES-OE-0102.100 (REV 12/2014)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION **DBE - COMMITMENT**

HAZARDOUS WASTE COLLECTION AND DISPOSAL; C9607 END DUMP TRUCK; C9604 SUPER 10 DUMP TRUCK; C9774 TRUCKER;

DES-OE-0102.10D (REV 12/2014)

CONTRACT NO: 07-312504							
BID AMOUNT: § 4,994,158.60							
BID OPENING DATE: 12/04/2018							
BIDDER'S NAME: WestCoast Public V	Vorks, Inc.						
DBE GOAL FROM CONT	RACT %: 17%						
DBE PRIME CONTRACTO	OR CERTIFICATION ¹ :	TOTAL NUMBER OF ALL	SUBCONTRACTS (DBE &	NON-DBE)	TOTAL VALUE OF ALL SUBCONTRAIN 1,436,298.72	CTS (DBE & NON-DBE)	
BID ITEM NO.	SERVICES TO BE	ND DESCRIPTION OF SUBCONTRACTED OR O BE PROVIDED ²	WORK CATEGORY CODES ³	NAME OF DBEs (Must be certified on the date bids are opened. Include Caltrans' certification no., DBE address, and phone number. Show 2nd and lower tier subcontractors)		AMOUNT (\$)	
82	CHAIN LINK FE	NCE (TYPE CL-6)	C8320, C8201 C8391,C8320, #	Ace Fence Co., 727 GLENDORA AVENUE, LA PUENTE, CA 91744 Cert #34153		12,300.00	
83	REMOVE CHA	IN LINK FENCE	C8320, C8201 C8391, C8722	Ace Fence Co., 727 GLENDORA AVENUE, LA PUENTE, CA 91744 Cert #34153		3,600.00	
85	MIDWEST GUARDRAIL SYSTEM (STEEL POST)		C8320, C8201 C8391, C8722	Ace Fence Co., 727 GLENDORA AVENUE, LA PUENTE, CA 91744 Cert #34153		21,725.00	
13	CABLE RAILING		C8320, C8201 C8391, C8722 +	Ace Fence Co., 727 GLENDORA AVENUE, LA PUENTE, CA 91744 Cert #34153		8,040	
14		ASSEMBLY (TYPE FT)	C8320, C8201 C8391, C8722	Ace Fence Co., 727 GLENDORA AVENUE, LA PUENTE, CA 91744 Cert #341537		1,850.00	
15		TIVE IN-LINE AL SYSTEM	C8320, C8201 C8391, C8722	Ace Fence	e Co., 727 GLENDORA AVENUE, LA PUENTE, CA 91744 Cert #34153	16,200	
	g that it will be participa	gardless of tier. Attach wi ting in the contract to per		cor	ntinued page 2, subtotal	\$ 63,715.00	
The names of the 1st ti	er DBE subcontractors	and items of work must be	e consistent with the		Participation	19% %	
				The bidder acknowledges that it is committed to use the DBEs shown on this form to meet the contract goal (49 CFR 26.53).			
² If 100% of an item is n the item to be performe		rnished by the DBE, desc	cribe the exact portion of		mm		
³ Use Work Category C	odes from the California	Unified Certification Proj	gram database.	Sie	mature of Bidder		
				13	2/05/2018 818-	-256-9401	
Work Codes for II	#14 Miranda Logistic	s: G1003 WHOLESAL	ETRADE	Da		rea Code) Tel. No.	
		DWAY EXCAVATIO					
		L; C2602 AGGREGAT			oin D Jehens, P.E., W		
HAZARDOUS WA	ASTE COLLECTION	AND DISPOSAL; C9	607 END	Pe	rson to Contact (Ple	ase Type or Print)	

For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Page #1 of DBE Commitment DES-OE-0102.100 (REV 12/2014)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION **DBE - COMMITMENT**

DES-OE-0102.10D (REV 12/2014)

CONTRACT NO:								
07-312504								
BID AMOUNT:								
\$4,994,158.60					A DESCRIPTION OF THE PERSON NAMED IN COLUMN			
BID OPENING DATE:								
12/04/2018				ME JE				31.53
BIDDER'S NAME:								
WestCoast Public V								
DBE GOAL FROM CONT	TRACT %: 17%							
DBE PRIME CONTRACT	FOR CERTIFICATION 1:	TOTAL NUMBER OF ALL	SUBCONTRACTS (DBE &	NON-DBE)	1,436,298.72	UBCONTRAC	CTS (DBE &	NON-DBE
					1,400,200.72			
BID ITEM NO.	SERVICES TO BE	ND DESCRIPTION OF SUBCONTRACTED OR O BE PROVIDED ²	WORK CATEGORY CODES ³	opened.	NAME OF DBEs st be certified on the date bi include Caltrans' certificatio s, and phone number. Show lower tier subcontractors)	on no., DBE v 2nd and	AMC (S	DUNT S)
26	DOUGHT TOWNS TO ACTUAL TOWNS TO	g for Roadway tion Spoils	562111, 484220 484110, 488510	Miranda Logistics Enterprise LLC, 2202 Figueroa St., #437, Los Angeles, CA, 90007 (424) 800-3831, Cert #3997			42,00	0.00
27		Excavation Type king for Spoils	562111, 484220 484110, 488510	Miranda Logistics Enterprise LLC, 2202		CA, 90007	10,75	2.00
28	80% Trucking for Z-2 ADL Spoils		562111, 484220 484110, 488510	Maneri Traffic Control 47423 Rainbow Rd,Temecula, CA, 92592 Phone: 951-695-65104, Cert# 3807			81,29	0.00
29	50% Trucking for Structure Excavation Spoils		562111, 484220 484110, 488510	Miranda Logistics Enterprise LLC, 2202 Figueroa St., #437, Los Angeles, CA, 90007 (424) 800-3831, Cert #3997		A, 90007	48,27	0.00
31		or Ditch Excavation	562111, 484220 484110, 488510	Miranda Logistics Enterprise LLC, 2202 Figueroa St. #437, Los Angeles, CA, 90007		79,74	0.00	
91	The same of the sa	ng for WCPW	562111, 484220 484110, 488510	Miranda Logistics Enterprise LLC, 2202 Figueroa St., #437, Los Angeles, CA, 90007		A, 90007	56,4	00
	ng that it will be participa	gardless of tier. Attach wi				\$318,11	2.00	
The names of the 1st t		and items of work must b	e consistent with the	Participation			19	%
¹ Each DBE prime cont performed by DBEs, in	tractor must enter its cer acluding work performed	tification number and sho by its own forces.			er acknowledges that it			
² If 100% of an item is the item to be performed		rnished by the DBE, des	cribe the exact portion of	7	11/11	2		
³ Use Work Category C	Codes from the California	Unified Certification Pro	gram database.		nature of Bidder	0		
					2/05/2018	818-	256-94	01
Work Codes for L	I#14, Miranda Logistic	s: G1003 WHOLESAL	E TRADE	Dat	e	ıA)	rea Code) T	el. No.
AGENTS AND BE	ROKERS; C1901 ROA	DWAY EXCAVATIO	N; ; E4953				ODICE	
		L; C2602 AGGREGAT AND DISPOSAL; C9			oin D Jehens, P	.E., W	CPW ase Type o	r Print)

WASTE COLLECTION AND DISPOSAL; C2602 AGGREGATE BASE; E4954 HAZARDOUS WASTE COLLECTION AND DISPOSAL; C9607 END DUMP TRUCK; C9604 SUPER 10 DUMP TRUCK; C9774 TRUCKER;

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Page #3 of DBE Commitment DES-OE-0102.100 (REV 12/2014)

STATE OF CALIFORNIA \bullet DEPARTMENT OF TRANSPORTATION **DBE - COMMITMENT**

DES-OE-0102.10D (REV 12/2014)

CONTRACT NO: 07-312504						
BID AMOUNT: § 4,994,158.60						
BID OPENING DATE: 12/04/2018	Television (
BIDDER'S NAME: WestCoast Public V	Vorks, Inc.					
DBE GOAL FROM CONT	RACT %: 17%					
DBE PRIME CONTRACT	OR CERTIFICATION ¹ :	TOTAL NUMBER OF ALL	SUBCONTRACTS (DBE &	NON-DBE)	TOTAL VALUE OF ALL SUBCONTRAIN 1,436,298.72	CTS (DBE & NON-DBE)
BID ITEM NO.	SERVICES TO BE	ND DESCRIPTION OF SUBCONTRACTED OR O BE PROVIDED ²	WORK CATEGORY CODES ³	opened.	NAME OF DBEs st be certified on the date bids are include Caltrans' certification no., DBE s, and phone number. Show 2nd and lower tier subcontractors)	AMOUNT (\$)
5	V 0.00 (177) 10 10 10 10 10 10 10 10 10 10 10 10 10	RUCTION AREA GNS	C1290,C1201, C5620, C0683 #	KRC Safe	ety, P.O. Box 6356 Visalia, CA 93290 559-732-0393 Cert #447	8,500.00
6		ic Control Shifts x ft = 166,000	C1290,C1201, C5620, C0683	KRC Safe	ty, P.O. Box 6356 Visalia, CA 93290 559-732-0393 Cert #447	166,000
7	The state of the s	LIZER (SURFACE NTED)	C1290,C1201, C5620, C0683	KRC Safe	ty, P.O. Box 6356 Visalia, CA 93290 559-732-0393 Cert #447	8,500.00
9		PEK)	C1290,C1201, C5620, C0683 +	KRC Safety, P.O. Box 6356 Visalia, CA 93290 559-732-0393 Cert #44797		204,500.00
10		ternative Crash shion	C1290,C1201, C5620, C0683	KRC Safety, P.O. Box 6356 Visalia, CA 93290 559-732-0393 Cert #447		8,600.00
84	Relocate Roadsid	de Sign - Two Post	C1290,C1201, C5620, C0683	KRC Safe	ty, P.O. Box 6356 Visalia, CA 93290 559-732-0393 Cert #447	2,500.00
	g that it will be participal	gardless of tier. Attach wr ting in the contract to per		con	tinued page 3, subtotal	\$390,100.00
The names of the 1st ti		and items of work must be	e consistent with the		Participation	19% %
	ractor must enter its cert	ification number and show	w all work to be		er acknowledges that it is commi own on this form to meet the con	
² If 100% of an item is n the item to be performe		rnished by the DBE, desc	cribe the exact portion of		11/21	
³ Use Work Category C	odes from the California	Unified Certification Prog	gram database.	Sig	nature of Bidder	192 65
Work Codes for LI#14, Miranda Logistics: G1003 WHOLESALE TRADE AGENTS AND BROKERS; C1901 ROADWAY EXCAVATION; ; E4953 WASTE COLLECTION AND DISPOSAL; C2602 AGGREGATE BASE; E4954 HAZARDOUS WASTE COLLECTION AND DISPOSAL; C9607 END DUMP TRUCK; C9604 SUPER 10 DUMP TRUCK; C9774 TRUCKER;				Marc	oin D Jehens, P.E., Wo	256-9401 rea Code) Tel. No. CPW ase Type or Print)

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Page #4 of DBE Commitment DES-OE-0102.100 (REV 12/2014)

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

DBE - COMMITMENT DES-OE-0102.10D (REV 12/2014)

ADA Notice

CONTRACT NO:							
07-312504							
BID AMOUNT:							
\$4,994,158.60							
BID OPENING DATE:							
12/04/2018				Sec. 9. 19			
BIDDER'S NAME:							
WestCoast Public Wo		DE RIDARINE AND					
DBE GOAL FROM CONTRA	17%						
DBE PRIME CONTRACTOR	CERTIFICATION1:	TOTAL NUMBER OF ALL	L SUBCONTRACTS (DBE &	NON-DBE)	TOTAL VALUE OF ALL SUBCONTRA	CTS (DBE & NON-DBE)	
		7		,,,,,,,		(,	
		,			1,436,298.72		
BID ITEM NO.	SERVICES TO BE	ND DESCRIPTION OF SUBCONTRACTED OR O BE PROVIDED ²	WORK CATEGORY CODES ³	NAME OF DBEs (Must be certified on the date bids are opened. Include Caltrans' certification no., DBE address, and phone number. Show 2nd and lower tier subcontractors)		AMOUNT (\$)	
50		Wall Stem Type 6 cing Steel	C5201,	Vista Steel Co., 6100 Francis Botello Rd., Goleta, CA, 93117. 805-964-4732 Cert # 40645		8,500.00	
55	100% - Bar R	einforcing Steel	C5201	Vista Steel Co., 6100 Francis Botello Rd., Goleta, CA, 93117. 805-964-4732 Cert # 40645		68.688.00	
17, 20, 21, 32, 34, 56, 63, 65, 76		erials, See Signed	C0670, C0621, C0671, C0672	Triumph Geo, 1325 N. Blue Gum St. Anaheim, CA 92806. 888-775-7545 Cert# 9076		53,715.29	
Show all DBE firms being each DBE shown stating shown for the specific am	that it will be participa			continued page 4 Total		\$902,830.00	
The names of the 1st tier	DBE subcontractors		e consistent with the		Participation	19% %	
Subcontractor List (Pub Cont Code § 4100 et seq.). 1Each DBE prime contractor must enter its certification number and show all work to be performed by DBEs, including work performed by its own forces. 2If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished.					The bidder acknowledges that it is committed to use the DBEs shown on this form to meet the contract goal (49 CFF 26.53).		
AGENTS AND BRO WASTE COLLECTION HAZARDOUS WAS	4, Miranda Logistic KERS; C1901 ROA ON AND DISPOSA TE COLLECTION	SE: G1003 WHOLESAL DWAY EXCAVATIO LI; C2602 AGGREGAT AND DISPOSAL; C9 MP TRUCK; C9774 TR	E TRADE N; ; E4953 IE BASE; E4954 607 END	12 Dat	oin D Jehens, P.E., W	256-9401 ea Code) Tel. No. CPW ase Type or Print)	

DBE Commitment Met at 18 %

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

DES-OE-0102.11A (REV 12/2014)

Bidder's Name:	AU LOS II	
Contract No.:		

Page 1 of 3

1. List items of work the Bidder made available to DBE firms. Identify items of work the Bidder might otherwise perform with its own forces, items that have been broken down into economically feasible units to facilitate DBE participation, and items for which the Bidder has established flexible time frames for performance and delivery schedules in a manner that encourages and facilitates DBE participation. For each item listed, show the dollar value and percentage of the total contract. The Bidder must demonstrate that sufficient work to meet the goal was made available to DBE firms.

Item of Work Offered, Services Offered, or Materials Supplied	Bidder Normally Performs Item Yes/No		Item Broken Down to Facilitate Participation Yes/No		Established Flexible Timeframes for Performance and Delivery Schedules Yes/No		Amount (\$)	Percentage of Total Bid
	YES	NO	YES	NO	YES	□ио		
	YES	□ио	YES	□ио	YES	□NO		
	YES	□NO	YES	□ио	YES	□NO	(Durthe)	
	YES	□NO	YES	□ио	YES	□NO		
	YES	□NO	YES	□ио	YES	□ио		
	YES	□ NO	YES	□ №	YES	□ NO		
	YES	NO	YES	□NO	YES	□ №		
	YES	□ NO	YES	□ NO	YES	□ №		
	YES	□NO	YES	□NO	YES	□ №		
	YES	□ NO	YES	□NO	YES	□ио		
	YES	NO	YES	□NO	YES	□ №		
	YES	NO	YES	□NO	YES	□ №		
	YES	□NO	YES	□ NO	YES	□NO		
	YES	NO	YES	□NO	YES	□ио		
	YES	□NO	YES	□NO	YES	Пио	LAI	
	YES	□NO	YES	□ NO	YES	Пио		
	YES	NO	YES	NO	YES	□NO		
	YES	□ NO	YES	□ NO	YES	Пио		
	YES	□NO	YES	□ NO	YES	□NO		
	YES	No	YES	NO	YES	□NO		

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION DBE GOOD FAITH EFFORTS DOCUMENTATION

Bidder's Name:	
Contract No.:	

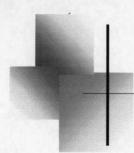
itial and follow-up	solicitations to de	otorrimio mai derte				ELLIPS JULIAN	
Name of DBE Solicited Date of In		nitial Solicitation	Items o	f Work Offered	Follow Up Methods and Dates		
the DBEs that pre- submitted to the	rovided quotes, the Bidder whenever Provid	e price quote for e r a Non-DBE firm v led Plans/	ach firm, and the price dit was selected over a DBE	ference for each DBI for work on the Contr		rovide copies of eac	th DBE and Non-DBE
the DBEs that pr	rovided quotes, the Bidder whenever Provide Specifications	e price quote for e r a Non-DBE firm v	ach firm, and the price dil	ference for each DBI	if the selected firm is not a DBE. P		
the DBEs that pre- submitted to the	rovided quotes, the Bidder whenever Provide Specifications	e price quote for e r a Non-DBE firm v led Plans/ for Work Offered	ach firm, and the price dit was selected over a DBE Name of Selected	ference for each DBI for work on the Contr DBE or	Eifthe selected firm is not a DBE. Pact.	Provide copies of eac Ouote	Price Difference
the DBEs that pre- submitted to the	Provided quotes, the Bidder whenever Provid Specifications	e price quote for e r a Non-DBE firm v led Plans/ for Work Offered es/No	ach firm, and the price dit was selected over a DBE Name of Selected	ference for each DBI for work on the Contr DBE or	Eifthe selected firm is not a DBE. Pact.	Provide copies of eac Ouote	Price Difference
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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION **DBE GOOD FAITH EFFORTS DOCUMENTATION**

Bidder's Name:	
Contract No.:	

7. Describe the Bidder's efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, o equipment the DBE purchases or leases from the prime contractor or its affiliate. Identify the DBEs assisted, the type of documents. List efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment decuments and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate. In Provide copies of supporting documents. 8. List the names of agencies and the dates on which they were contacted to provide assistance in contacting, recruiting provide copies of supporting documents.		Page 3 of 3
6. Describe the Bidder's efforts made to provide interested DBEs with adequate information about the plans, specification responding to a solicitation. Identify the DBEs assisted, the type of information provided, and the date of the contracts. Fe provide the Bidder's efforts made to assist interested DBEs in obtaining bonding, lines of credit, or insurance. Identificates. Provide copies of supporting documents. 7. Describe the Bidder's efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, o equipment the DBE purchases or leases from the prime contractor or its affiliate. Identify the DBEs assisted, the occurrents. List efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment the DBE purchases or leases from the prime contractor or its affiliate. Provide copies of supporting documents. 8. List the names of agencies and the dates on which they were contacted to provide assistance in contacting, recruiting provide copies of supporting documents.	erform the work of the Contract. Provide cop	ies of supporting
responding to a solicitation. Identify the DBEs assisted, the type of information provided, and the date of the contracts. Feed to be a solicitation of the contracts of the contracts of the contracts of the Bidder's efforts made to assist interested DBEs in obtaining bonding, lines of credit, or insurance. Identificates. Provide copies of supporting documents. 7. Describe the Bidder's efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, o equipment the DBE purchases or leases from the prime contractor or its affiliate. Identify the DBEs assisted, the type of documents. List efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipments and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate. Its Provide copies of supporting documents. 8. List the names of agencies and the dates on which they were contacted to provide assistance in contacting, recruiting provide copies of supporting documents.	cable) Results	•
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equipment the DBE purchases or leases from the prime contractor or its affiliate. Identify the DBEs assisted, the type of documents. List efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equiprexcluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate. It Provide copies of supporting documents. 8. List the names of agencies and the dates on which they were contacted to provide assistance in contacting, recruiting provide copies of supporting documents.		
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provide copies of supporting documents.	sistance offered, and the dates. Provide copi nt, supplies, materials, or related assistance	ies of supporting or services,
provide copies of supporting documents.		
9. Include additional data to support a demonstration of good faith efforts.	nd using DBE firms. If the agencies were co	ntacted in writing,
9. Include additional data to support a demonstration of good faith efforts.		
9. Include additional data to support a demonstration of good faith efforts.		
NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.		

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WEST COAST PUBLIC WORKS, INC.

GENERAL ENGINEERING CONTRACTOR - LIC # 949582
20058 VENTURA BLVD. #318 WOODLAND HILLS, CA 91364
(818) 206-9990 FAX: (818) 206-4423



December 6, 2018

MS 43 OFFICE ENGINEER DEPARTMENT OF TRANSPORTATION 1727 30TH STREET SACRAMENTO, CA 95816-7005 Subject: 07-312504, DBE Commitment Proposals / Backup **Documents**

Dear DOT,

Please see attached DBE Commitment proposals for our submitted bid on project 07-312504, bid date of 12/04/2018.

Please call if there are any questions or additional considerations.

Sincerely, Marion D. Jehens

Marion D Jehens

Marion D. Jehens, P.E. West Coast Public Works, Inc 818.256.9401 marion@wcpwinc.com



STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

NOTICE TO BIDDERS AND SPECIAL PROVISIONS

FOR CONSTRUCTION ON STATE HIGHWAY IN LOS ANGELES COUNTY
IN AND NEAR GORMAN AT VARIOUS LOCATIONS
FROM 0.4 MILE NORTH OF ROUTE 5/138 SEPARATION TO 0.6 MILE SOUTH
OF TEJON PASS OVERCROSSING

In District 07 On Route 5

Under

Bid book dated October 22, 2018

Project plans approved June 27, 2018

Standard Specifications dated 2015

Standard Plans dated 2015

Identified by

Contract No. 07-312504

07-LA-5-R82.5/R86.8

Project ID 0715000065

Federal-Aid Project ACIM-005-3(126)E